

ECS FILE: IGA-87-69  
Project: B-045-1-507

NO. 12471

FILED WITH SECRETARY OF STATE

Date Filed 10-22-87

Jose M. [Signature]  
Secretary of State

KR-87-2764-TRD  
A.G. CONTRACT NO. \_\_\_\_\_

Section: Elliot Road -  
Western Canal

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF CHANDLER

THIS AGREEMENT entered into this 22nd day of October, 1987, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called "State", and the City of Chandler, acting by and through its City Council, hereinafter called "City".

WHEREAS, State is empowered by Sections 28-108 and 11-952, Arizona Revised Statutes, to enter into this Agreement and has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned the authority to execute same on behalf of State; and

WHEREAS, City is empowered by Sections 11-951 through 11-954, Arizona Revised Statutes, and by Article I. Section 1.03, of the Charter for the City of Chandler, to enter into this agreement and acting by and through its City Council, has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute same on behalf of City; and

WHEREAS, it is desired by City, and is acceptable to State, to increase the esthetic appearance of that portion of State Route 87 situated between Elliot Road and Western Canal in the City of Chandler; and

WHEREAS, the desired improvement may be accomplished by the installation of decorative pavement in the highway median; and

WHEREAS, the contract construction costs and claims for installing said decorative pavement in the section of highway situated between Elliot Road and Western Canal, plus the State's engineering and construction administrative costs shall be borne by the City. The unit costs will be summarized using

the actual bid unit prices of the awarded contract.

WHEREAS, the City reserves the right to cancel this agreement within 5 working days following the award of this contract. Cancellation notice should be forwarded, in writing, to James P. Oxley, Assistant State Engineer, Design Section, 205 South 17th Avenue, 202E, Phoenix, Arizona 85007.

NOW, THEREFORE, the parties hereto agree as follows:

STATE SHALL:

1. During construction of the Arizona Avenue improvement project on that portion of S.R. 87 situated between Elliot Road and Western Canal, prepare the median and install therein decorative pavement in accordance with Arizona Department of Transportation plans for Project B-045-1-507.

2. Within thirty (30) days following start of construction on said project, submit to City a bill for 100% of the construction cost of said median paving, which said total cost includes 15% for State's engineering and construction administration expenses.

CITY SHALL

1. Upon receiving the aforesaid bill from State, pay same within thirty (30) days.

2. Upon completion of said paving project and acceptance of same from State, maintain said median and provide any required future maintenance and repairs.

The parties hereto further agree that:

To the extent permitted by law, State and City agree to defend, indemnify, and hold harmless each other and their agents, officials, employees, and subsidiaries, from and against any and all claims, actions, demands, liability, damage, cost and expense of whatsoever character, whether direct or indirect, or consequential, including loss or damage to property of either party hereto or of their persons and for the injury or death to any or all persons caused by or attributable to the negligence or fault of the State or City, their employees or agents. As to any liability claims, the parties agree that they will share in any settlement or judgment in the amount proportionate to

the degree of negligence or fault of the respective parties as adjudicated by a court of competent jurisdiction.

THIS AGREEMENT shall remain in full force and effect until completion of said project as aforesaid, except as to those provisions pertaining to maintenance which shall be in perpetuity; provided, however, that prior to start of construction, this agreement may be cancelled by either party upon 30 days written notice to the other party.

All parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

All parties further recognize that the provisions of Arizona Revised Statutes 35-214 are applicable to this contract.

THIS AGREEMENT shall become effective on the date of filing same with the Secretary of State.

Attached hereto and incorporated herein by reference is a copy of State's resolution authorizing entry into this Agreement, a copy of City's resolution passed by its City Council, a copy of the written determination of the appropriate attorney that City is authorized under the laws of this State to enter into this Agreement, and that said Agreement is in proper form, and a copy of the Attorney General's Intergovernmental Agreement Determination Letter.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF CHANDLER, a municipal corporation

By: 

Title: Mayor 9-2-87

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF  
TRANSPORTATION

By: 

W. O. FORD  
State Engineer.

ATTEST:

Carolyn Duxon 9-3-87  
cc 4/9/87

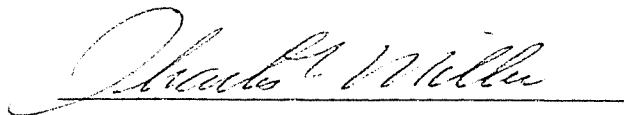
PROJECT:

SECTION: Elliot Road - Western Canal

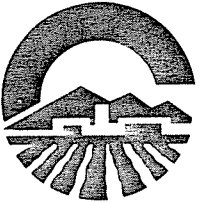
RESOLUTION

BE IT RESOLVED on this 23rd day of February, 1987, that I, CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, to enter into an Intergovernmental Agreement with the City of Chandler for the purpose of installing Bomacon paving in the 12-foot median section of State Route 87 situated between Elliot Road and Western Canal.

THEREFORE, authorization is hereby given to draft said Agreement, which, upon completion, shall be submitted for approval and execution by the State Engineer.

A handwritten signature in cursive script, reading "Charles L. Miller", is written over a horizontal line.

WH:ks



CITY OF CHANDLER  
Office of the City Clerk

C E R T I F I C A T I O N

I, Carolyn Dunn, the duly appointed Deputy City Clerk of the City of Chandler, Arizona, do hereby certify that the attached Xerox copy of the document entitled "Resolution No. 1556" is a true and correct copy of the official document of record and on file in the office of the City Clerk, Chandler, Arizona.

Signed in Chandler, Arizona this 24th day of August, 1987.

SEAL

*Carolyn Dunn*  
Deputy City Clerk

RESOLUTION NO. 1556

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE STATE OF ARIZONA THROUGH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR INSTALLATION OF DECORATIVE MEDIAN IN ARIZONA AVENUE.

WHEREAS, it is desired by the City of Chandler, hereinafter called CITY, and is acceptable to the Arizona Department of Transportation, hereinafter called STATE, to increase the esthetic appearance of that portion of State Route 87 known as Arizona Avenue situated between Elliot Road and the Western Canal in the City of Chandler; and

WHEREAS, the desired improvement may be accomplished by the installation of decorative pavement in the highway median; and

WHEREAS, the cost of installing said decorative pavement in the section of highway situated between Elliot Road and the Western Canal will be paid by the City including STATE'S engineering and construction administration costs:

WHEREAS, upon completion of the paving improvement between Elliot Road and the Western Canal and the acceptance of same from STATE, the CITY shall maintain said median and provide any required future maintenance and repairs.

NOW, THEREOFRE, BE IT RESOLVED by the Council of the City of Chandler, Arizona, as follows:

1. That the terms of the Intergovernmental Agreement between the State of Arizona and the City of Chandler for Project B-045-1-507 are hereby approved; and
2. That the Mayor is hereby authorized to execute said Agreement.

PASSED AND APPROVED by the City Council of the City of Chandler, Arizona, this 9th day of April, 1987.

ATTEST:

Carolyn Susan  
DEPUTY CITY CLERK

Robert  
MAYOR

C E R T I F I C A T I O N

I HEREBY CERTIFY that the above and foregoing Resolution No. 1556 was duly approved, passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 9th day of April, 1987, and that a quorum was present thereat.

Carolyn Dean  
DEPUTY CITY CLERK

APPROVED AS TO FORM:

Clifford J. Frey  
CITY ATTORNEY

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

The Intergovernmental Agreement between the City of Chandler and the State of Arizona for installation of decorative paving in the highway median of State Highway 87 between Elliott Road and the Western Canal in the City of Chandler, has been reviewed pursuant to A.R.S. Sections 11-951 through 11-954 and Article I, Section 1.03 of the Charter for the City of Chandler by the undersigned City Attorney who has determined that it is in the proper form and is within the powers and authority granted to the City of Chandler and its agencies under applicable laws of the State of Arizona.

Dated this 28<sup>th</sup> day of August, 1937

Margaret R. George  
CITY ATTORNEY



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

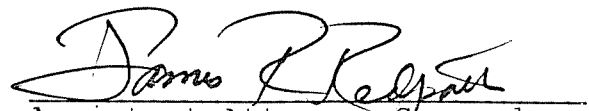
DETERMINATION

A. G. Contract No. K2-87-2764-7RD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 7<sup>th</sup> day of October, 1987.

ROBERT K. CORBIN  
Attorney General

  
Assistant Attorney General  
Transportation Division